

Network Affiliation Agreement

Bergen County Community Broadcast Foundation (Network) and Monticello Mountaintop Broadcasting Inc. (MMBI) enter into this network affiliation agreement on OCT. 17, 1994. This agreement will commence at 12:01 AM, Oct. 1, 1994 and terminate at 12:01 AM, Oct. 1, 2004.

Network will provide MMBI with twenty-four hours of programming on a seven day basis, 365 days a year. Network will also provide all local station identifications (Legal ID's), public affairs programming, and Emergency Broadcast System tests.

Network agrees to indemnify MMBI and hold it harmless from any and all fines, surcharges, forfeitures, levies, and any other monetary damages imposed by the F.C.C.

Network is responsible for delivery of usable audio programming to MMBI via satellite, phone lines or other suitable means. Network is responsible for all costs incurred for delivering Network audio. Network will abide by all applicable FCC rules concerning program content.

Network will compensate MMBI for carrying all network programming on a twenty-four hour basis, as follows:

Year One - \$8,575.00 per month

Year Two - \$8,975.00 per month

Year Three - the first six months - \$9,140.00 per month

Year Three - the second six months - \$5,400.00 per month

Year Four - \$5,400.00 per month

Year Five - \$4,675.00 per month

Remaining 5 years - Year 5 plus 5% or the CPI, whichever is greater.

All payments are due and payable, in advance, on the first of the month. MMBI will provide Network with a ten day grace period after the first of the month.

The monthly compensation to MMBI will be reduced by \$3,600.00 per month after the first thirty months of network affiliation.

000216

Both parties agree to abide by all applicable FCC rules and regulations.

MMBI agrees to allow translator W276AQ to rebroadcast 99.7 FM, Monticello New York.

This agreement will be binding to Network, its successors, assigns and/or transferees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of OCTOBER, 19 94.

Signed, sealed and delivered
in the presence of

Kathleen Kahyaoglu

Gerald Turro for Network

Wesley Weis
Wesley Weis for MMBI

STATE OF NEW JERSEY }
COUNTY OF BERGEN } SS.:

BE IT REMEMBERED that on this 17 day
of OCTOBER, 19 94 before me, the subscriber,
a Notary Public of New Jersey, personally appeared
Gerald Turro, Wesley Weis, who, I am satisfied,
are the person(s) named in and who executed the within
Instrument, and thereupon HAVE acknowledged that they
signed the same as _____ act and deed, for the uses and purposes
therein expressed.

Kathleen Kahyaoglu
Notary Public of N.J.

KATHLEEN KAHYAOGU
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 15, 1998

000217

GUARANTY OF PAYMENT

In order to induce Monticello Mountaintop Broadcast Inc. (hereinafter referred to as MMBI) to enter into a network affiliation agreement, dated October 1994, with Bergen County Community Broadcast Foundation (hereinafter referred to as the "network"), the undersigned (hereinafter jointly and severally referred to as the "Guarantor"), does hereby unconditionally *guarantee* the full and prompt *payment* by the Network when due, to MMBI, its successors and assigns, for the full term of the network affiliation agreement, of any and all indebtedness, liabilities and obligations, of every nature and description, including all attorney's fees, costs and expenses of collection incurred by MMBI.

The liability of the Guarantor hereunder is *continuing* and is *unlimited* unless a limit is stated in this paragraph, in which case said limit shall not exceed the sum of \$400,000. Dollars.

IN WITNESS WHEREOF, the Guarantors have hereunto set their hands and seals this
17 day of OCTOBER, 19 94.

Signed, sealed and delivered
in the presence of

Kathleen Kaugh

Gerard Turro

687 Orchard Street

Oradell NJ 07649

[Signature]
Signature

STATE OF NEW JERSEY }
COUNTY OF BERGEN } SS.:

BE IT REMEMBERED that on this 17 day of
OCTOBER, 19 94, before me, the subscriber, a Notary Public of New
Jersey, personally appeared Gerard Turro, who, I am
satisfied, IS the person(s) named in and who executed the within Instrument, and
thereupon has acknowledged that HE signed the same as _____ act and deed,
for the uses and purposes therein expressed.

Kathleen Kaugh

Notary Public of N.J.

KATHLEEN KAHYAOGU
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 15, 1998

000218

AMENDMENT TO NETWORK AFFILIATION AGREEMENT

Bergen County Community Broadcast Foundation ("Network") and Monticello Mountaintop, Inc. ("MMBI") hereby amend the Network Affiliation Agreement ("Agreement") between them dated October 17, 1994. This Amendment is entered into on the ____ day of November, 1994, but is retroactive to commencement of the Agreement.

(1) The Agreement pertains to the FM broadcast station on 99.7 MHz assigned to Monticello, New York, which currently operates under the call letters WXTM (the "Station").

(2) Notwithstanding any other provision in the Agreement, MMBI retains responsibility for ascertainment of the needs of its community of license and service area. The parties agree that the network programming to be supplied by Network will include programming which responds to these ascertained needs and concerns, but that MMBI shall have the right to broadcast such additional programming, either produced or purchased by MMBI, as it determines appropriate to respond to the ascertained issues of community concern and to delete or preempt in its sole discretion any Network programming for the purpose of transmitting such programming.

(3) In addition to the right of MMBI to delete or preempt Network programming in order to broadcast MMBI programming responsive to issues of concern to its community of license, MMBI maintains the independent right to preempt or delete any Network programming which MMBI believes to be unsatisfactory or unsuitable or contrary to the public interest, or to substitute programming which, in MMBI's opinion, is of greater local or national importance.

(4) MMBI's acceptance and broadcast of Network programming is at all times subject to MMBI's responsibility to comply with all FCC regulations, including all technical regulations governing the operation of the Station, including maintenance of a main studio and providing a meaningful managerial and staff presence at that main studio, ascertainment of and programming in response to community needs and concerns, compliance with political programming laws and regulations, sponsorship identification rules, lottery and contest regulations, maintenance of the Station's public and political files, compiling appropriate quarterly program/issues lists, employment records and all other FCC requirements and duties.

IN WITNESS WHEREOF, the parties have hereunto set their
hands and seals this 17 day of November, 1994.

JULY 95

Signed, sealed and delivered
in the presence of

Gerard Tibro for Network

agreed TO IN OCT, 1994

W. Weis 7/17/95

Wesley Weis for MMBI

Kathleen Kahyaoglu
KATHLEEN KAHYAOGIU
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 15, 1998

000220

This Lease made the day of September 19 94 , between

MOUNTAIN BROADCASTING CORPORATION, P.O. BOX 150, LIBERTY, NEW YORK 12754
hereinafter referred to as LANDLORD, and MONTICELLO MOUNTAINTOP BROADCASTING, INC.

hereinafter jointly, severally and collectively referred to as TENANT.

Witnesseth, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes from the Landlord a portion of a ground floor room on the south side of WVOS Studio being 10' x 10'.
in the building known as WVOS STUDIO, OLD ROUTE 17, FERNDALE, NEW YORK 12734
to be used and occupied by the Tenant exclusively as a broadcasting studio and office

and for no other purpose, for a term to commence on September 1994 , and to end on September 19 95 , unless sooner terminated as hereinafter provided, at the ANNUAL RENT of \$1,200.00

all payable in equal monthly installments in advance on the first day of each and every calendar month during said term, except the first installment, which shall be paid upon the execution hereof.

THE TENANT JOINTLY AND SEVERALLY COVENANTS:

FIRST.—That the Tenant will pay the rent as above provided.

REPAIRS**ORDINANCES AND VIOLATIONS****ENTRY****INDEMNIFY LANDLORD****MOVING HOUSEHOLD FURNITURE****NEGATIVE COVENANTS****OBSTRUCTION SIGNS****AIR CONDITIONING**

SECOND.—That, throughout said term the Tenant will take good care of the demised premises, fixtures and appurtenances, and all alterations, additions and improvements to either; make all repairs in and about the same necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work; promptly pay the expense of such repairs; suffer no waste or injury; give prompt notice to the Landlord of any fire that may occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force (except those requiring structural alterations), applicable to the demised premises or to the Tenant's occupation thereof, of the Federal, State and Local Governments, and of each and every department, bureau and official thereof, and of the New York Board of Fire Underwriters; permit at all times during usual business hours, the Landlord and representatives of the Landlord to enter the demised premises for the purpose of inspection, and to exhibit them for purposes of sale or rental; suffer the Landlord to make repairs and improvements to all parts of the building, and to comply with all orders and requirements of governmental authority applicable to said building or to any occupation thereof; suffer the Landlord to erect, use, maintain, repair and replace pipes and conduits in the demised premises and to the floors above and below; forever indemnify and save harmless the Landlord for and against any and all liability, penalties, damages, expenses and judgments arising from injury during said term to person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, or of the employees, guests, agents, assigns or undertenants of the Tenant and also for any matter or thing growing out of the occupation of the demised premises or of the streets, sidewalks or vaults adjacent thereto; permit, during the six months next prior to the expiration of the term the usual notice "To Let" to be placed and to remain unobscured in a conspicuous place upon the exterior of the demised premises; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property; and at the end of the term, to quit and surrender the demised premises with all alterations, additions and improvements in good order and condition.

THIRD.—That the Tenant will not disfigure or deface any part of the building, or suffer the same to be done, except so far as may be necessary to affix such trade fixtures as are herein consented to by the Landlord; the Tenant will not obstruct, or permit the obstruction of the street or the sidewalk adjacent thereto; will not do anything, or suffer anything to be done upon the demised premises which will increase the rate of fire insurance upon the building or any of its contents, or be liable to cause structural injury to said building; will not permit the accumulation of waste or refuse matter, and will not, without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage or transfer this lease, underlet the demised premises or any part thereof, permit the same or any part thereof to be occupied by anybody other than the Tenant and the Tenant's employees; make any alterations in the demised premises, use the demised premises or any part thereof for any purpose other than the one first above stipulated, or for any purpose deemed extra hazardous on account of fire risk, nor in violation of any law or ordinance. That the Tenant will not obstruct or permit the obstruction of the light, halls, stairway or entrances to the building, and will not erect or inscribe any sign, signals or advertisements unless and until the style and location thereof have been approved by the Landlord; and if any be erected or inscribed without such approval, the Landlord may remove the same. No water cooler, air conditioning unit or system or other apparatus shall be installed or used without the prior written consent of Landlord.

IT IS MUTUALLY COVENANTED AND AGREED, THAT**FIRE CLAUSE**

FOURTH.—If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the rent shall not be reduced until the same shall be repaired or the same shall be apportioned according to the part of the demised premises which is damaged. But if such partial damage is due to the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles" or any other cause beyond Landlord's control. If the demised premises are totally damaged or are rendered wholly untenable by fire or other cause, and if Landlord shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Paragraph Twelve hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. If Tenant shall not be in default under this lease when, upon the termination of this lease under the conditions provided for in the sentence immediately preceding, Tenant's liability for rent shall cease as of the day following the casualty. Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof. If the damage or destruction be due to the fault or neglect of Tenant the debris shall be removed by, and at the expense of, Tenant.

REMOVAL OF SIGN**IS NOT EFFECT****DEFAULTS****TEN DAY NOTICE**

FIFTH.—If the whole or any part of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose then the term hereby granted shall cease from the time when possession of the part so taken shall be required for such public purpose and without apportionment of award, the Tenant hereby assigning to the Landlord all right and claim to any such award, the current rent, however, in such case to be apportioned.

SIXTH.—If, before the commencement of the term, the Tenant be adjudicated a bankrupt, or make a "general assignment," or take the benefit of any insolvency act, or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant shall be sold or otherwise disposed of, or if the Tenant or any other person shall be declared insolvent or default in the performance of any agreement by the Tenant contained in any other lease to the Tenant by the Landlord or by any corporation of which an officer of the Landlord is a Director, this lease shall thereby, at the option of the Landlord, be terminated and in that case, neither the Tenant nor anybody claiming under the Tenant shall be entitled to go into possession of the demised premises, if after the commencement of the term, any of the events mentioned above in this subsection shall occur, or if Tenant shall make default in payment of any of the covenants of this lease, other than the payment of rent or "fixed" rent, or if the demised premises become vacant or deserted, the Landlord may give to the Tenant ten days' notice of intention to end the term of this lease, and thereupon at the expiration of said ten days' (if said condition which was the basis of said notice shall continue to exist) the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and the Tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

000221

IF A FIRST FLOOR

INCREASED FIRE INSURANCE RATE

WATER SENT**Summary**

**ELECTRIC
CURRENT**

2. PERSONAL DATA

SECURITY

MISPLACED

WORKING CONDITIONS

WINDOW CLEANING

VALIDITY

CONCLUSION

EDITOR OF

PLATE GLASS

WAR BURNING?

**QUALITY
FOUNDATION**

ELEVATOR

HEAT

MOUNTAIN BROADCASTING CORPORATION

Waller's Pres.

000222

State of New York, County of
On the day of

19 , before me personally came
, to me known, who, being by me duly sworn, did depose and say that he resides at
; that he is
of

instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that
it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by his order.

State of New York, County of

On the day of

19 , before me personally came
, to me known, who, being by me duly sworn, did depose and say that he resides at
; that he is
of

instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that
it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by his order.

State of New York, County of

On the day of

to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly
acknowledged that he executed the same.

State of New York, County of

On the day of

19 , before me personally came
, subscribing witness to the foregoing instrument, with whom I am personally acquainted,
who, being by me duly sworn, did depose and say, that he resided, at the time of the execution of said instrument, and
still resides, in
, and know
that he is and then was acquainted with
to be
the
individual described in and who executed the foregoing instrument; and that he, said subscribing witness, was present and
saw
execute the same; and that he, said witness, thereupon at the same time subscribed his name
as witness thereto.

Landlord

Tenant

BUILDING
Premises
MOUNTAIN BROADCASTING CORPORATION

MONTICELLO MOUNTAINTOP BROADCASTING, INC.

LEASE

MEMBER LAW OFFICES, P.C.
33 NORTH STREET
MONTICELLO, NEW YORK 12701
(914) 79408410

GUARANTY

In consideration of the letting of the premises within mentioned to the Tenant within named, and of the sum of One
Dollar, in the undersigned to have paid by the Landlord within named, the undersigned hereby guarantees to the Landlord
and to the other persons entitled or entitled of the Landlord, the payment by the Tenant of the rent, within provided for,
and the performance by the Tenant of all of the provisions of the within lease. Notice of all defaults is waived, and consent
is hereby given to all extensions of time that any Landlord may grant.
Dated, September 19 94

STATE OF New York

COUNTY OF Sullivan

On this day of September, 1994, before me personally appeared

to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly ac-
knowledgeed to me that he executed the same.

0000003

80 M. Gilles Road
Grahamsville, NY 12740

Mr. Wes Weiss
Monticello Mountaintop Broadcasting, Inc.
11 Old Tappan Road
Old Tappan, NJ 07675

Dear Mr. Weiss:

This letter, when acknowledged by an officer of Monticello Mountaintop Broadcasting, Inc. shall serve as an agreement between Carol M. Montana and Monticello Mountaintop Broadcasting, Inc. as follows:

Monticello Mountaintop Broadcasting, Inc. agrees to engage Carol M. Montana as an independent consultant on radio station management matters effective with the first date of broadcasting of Monticello Mountaintop Broadcasting, Inc. in Monticello, N.Y. The weekly fee for said consulting services shall be \$25.00 paid monthly in arrears.

Carol M. Montana agrees to be available for said radio station management consultations during normal business hours, Monday through Friday as needed.

Nothing in this agreement shall preclude Carol M. Montana from direct employment with or other management consulting activities with any other radio or television broadcasting station. This agreement may be terminated by either party on one month's prior notification by mail.

Accepted by:

Carol M. Montana
Carol M. Montana

Accepted for:

Wesley Weiss, Pres
Monticello Mountaintop Broadcasting, Inc.

000224

Federal Communications Commission	
Docket No.	97-122 Exhibit No. MM8-12
Presented by	FCC
Disposition	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>

**MONTICELLO MOUNTAIN TOP
BROADCASTING, INC**

% WEIS
11 OLD TAPPAN ROAD
OLD TAPPAN, NJ 07675

EXPLANATION

1314

55-33-212

PAY
AMOUNT
OF

One Hundred eight & 34/100

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER	DOLLARS
12-30-94	Carol Montana	CONSULT + PHONE	1314	

111011

CHECK
AMOUNT

\$ 108.34

NATIONAL WESTMINSTER BANK NJ
OLD TAPPAN OFFICE OLD TAPPAN, NJ 07675

W. Wilcox

⑈001314⑈ ⑆021200339⑆ 444 00 04869⑈

**MONTICELLO MOUNTAIN TOP
BROADCASTING, INC**

% WEIS
11 OLD TAPPAN ROAD
OLD TAPPAN, NJ 07675

EXPLANATION

AMOUNT

<i>Nov 1994</i>	

1307

55-33-212

PAY
AMOUNT
OF

One Hundred eight & 34/100

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER	DOLLARS
11/1/94	Carol Montana	CONSULT + PHONE	1307	

111011

CHECK
AMOUNT

\$ 108.34

NATIONAL WESTMINSTER BANK NJ
OLD TAPPAN OFFICE OLD TAPPAN, NJ 07675

W. Wilcox

⑈001307⑈ ⑆021200339⑆ 444 00 04869⑈

000025

P.O. Box 92
Forestburgh, N.Y.
October 1, 1994

Mr. Wes Weiss
Monticello Mountaintop Broadcasting, Inc.
11 Old Tappan Road
Old Tappan, New Jersey 07675

Dear Wes:

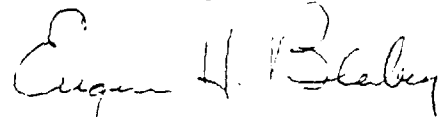
This letter, when acknowledged by an officer of Monticello Mountaintop Broadcasting, Inc. shall serve as an agreement between Eugene H. Blabey and Monticello Mountaintop Broadcasting, Inc. as follows:

Monticello Mountaintop Broadcasting, Inc. agrees to engage Eugene H. Blabey as an independent consultant on radio station management matters effective with the first date of broadcasting of Monticello Mountaintop Broadcasting, Inc. in Monticello, N.Y. The weekly fee for said consulting services shall be \$100.00, paid monthly in arrears.

Eugene H. Blabey agrees to be available for said radio station management consultations during normal business hours, Monday through Friday, as needed.

- Nothing in this agreement shall preclude Eugene H. Blabey from direct employment with or other management consulting activities with any other radio or television broadcasting station. This agreement may be terminated by either party on one month's prior notification by mail.

Sincerely yours,



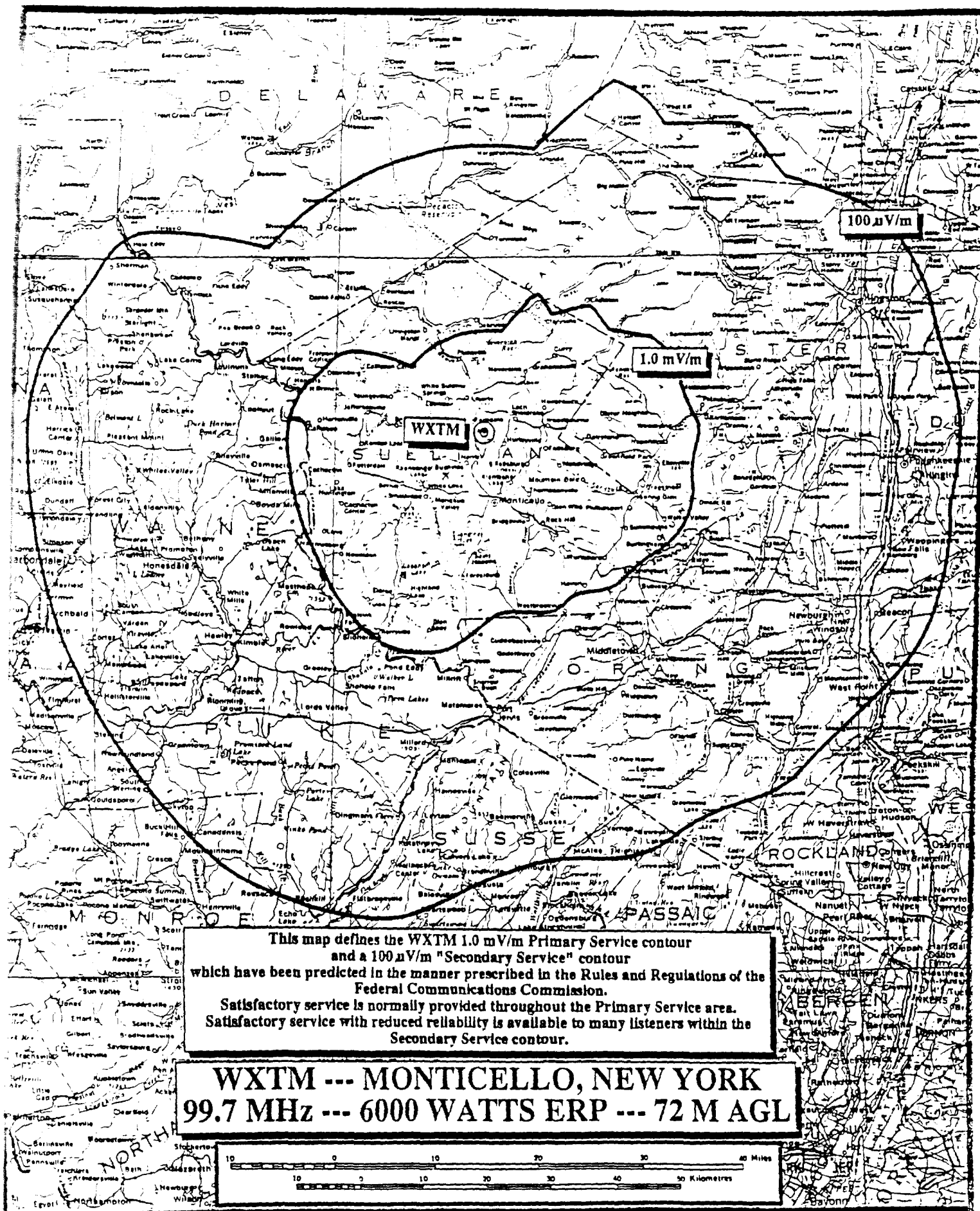
Eugene H. Blabey

Accepted for:


MONTICELLO MOUNTAINTOP BROADCASTING, INC.

000226

Federal Communications Commission	
Docket No. 97-127	Exhibit No. MME
Disposition	
Identified	<input checked="" type="checkbox"/>
Received	<input checked="" type="checkbox"/>
Rejected	<input type="checkbox"/>
Reporter	<input checked="" type="checkbox"/>
0-70-01	



000227



Eugene Blabey
General Manager
Jukebox Radio
914-439-1031

000228

MMB EX.14

STATEMENT OF VINCENT D. LUNA

1. I, Vincent D. Luna, state as follows:

2. I reside at 41 Clover Hill Lane, Colts Neck, New Jersey. I am currently employed by Universal Broadcasting of New York, Inc., as a production director. I was employed by Jukebox Radio from February, 1993, until May, 1995. I was originally hired at Bergen County Broadcast Foundation/Jukebox Radio by Lee Martin to be a part-time board operator, and I was later offered the position of production director by Gerry Turro.

3. While at Jukebox Radio, I also worked with Gerry Turro on technical matters involving transmitter functions, audio carriers, remote units, and other engineering operations. Gerry Turro was primarily responsible for the technical operation of the stations, and I learned of that operation from him. My job in this regard was to ensure that WJUX (formerly WXTM), Monticello, New York, and W276AQ, Fort Lee, New Jersey, were operating within the parameters set by Turro. This involved knowledge of how to raise and lower the power of the Monticello and Fort Lee units, taking transmitter readings for both units, and maintaining EBS logs. In addition to the EBS logs, two running logs were kept in Dumont -- one for the Monticello station and one for the Fort Lee station. I also made sure that equipment instruction sheets were available and that the staff knew how to operate the equipment, and I also attended to certain engineering matters when problems arose, particularly when there were interruptions in service.

4. At this time, it was my understanding that the Jukebox Radio audio signal was

Federal Communications Commission	
Docket No. <u>97-122</u>	Exhibit No. <u>MMB-14</u>
Presented by <u>Lee</u>	
Disposition	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/>
	Rejected <input type="checkbox"/>
Reporter <u>Lee</u>	
<u>K-24-97</u>	

000229

routinely transmitted directly from the Dumont, New Jersey, studio of Jukebox Radio to the Fort Lee translator station via a microwave link located atop 75 Second Street, on a building owned by Wes Weiss. In the event that the microwave link failed, there was a back-up telephone line that would automatically engage so that there would be no interruption in the audio signal being delivered to the Fort Lee translator, although the signal quality heard on the translator would be slightly diminished. I understood from Gerry Turro that that was not the way we were supposed to deliver the audio signal to the translator station. I knew from Gerry Turro that W276AQ was not permitted to receive the WJUX programming by any means other than off-air reception. It was also my understanding from Turro that we were permitted to transmit directly to the Fort Lee translator if a state of emergency existed in Bergen County. However, I do not believe that there were any emergencies at the times I was aware that the Jukebox Radio audio signal was sent directly from Dumont to the Fort Lee translator as described previously and as indicated by illumination of light number 1 on the TC-8 remote control unit in the Dumont studio.

5. When the Monticello off-air signal was picked up and broadcast over the translator, it was frequently staticy and hashy, and did not have the clearest sound fidelity. This was partly due to the fact that the Monticello signal could not be picked up clearly by the Fort Lee translator because of signal interference from Station WBAI, New York, New York. The poor audio quality caused listeners to complain. Although that signal quality would vary depending on weather conditions, particularly worsening in winter, it was difficult to get a good and consistent audio path between the Monticello and Fort Lee units.

Accordingly, we usually used the microwave link to deliver a far superior high-quality CD-like sound from Dumont directly to Fort Lee. When the Pomona translator was added to the system, we were able to improve the over-the-air signal received ultimately by the Fort Lee translator. However, the quality of that signal still contained static and was not comparable to the higher signal quality of other local stations.

6. I was able to determine what mode of operation we were using to operate the various radio stations. As indicated earlier, there was the difference in sound quality depending on whether the Fort Lee translator was receiving the Jukebox Radio audio signal over-the-air from Monticello or by link directly from Dumont. In addition, there was a TC-8 remote control unit for the Fort Lee translator located in the Dumont studio. I was instructed on how to use the TC-8 remote equipment by Gerry Turro, although he never gave me an instruction book, despite my many requests for one. This remote control unit had a series of settings with corresponding buttons and lights. When the unit was in the number 1 position and light number 1 was lit, Jukebox Radio audio was being sent directly from Dumont to Fort Lee via the microwave link or back-up telephone lines. When the unit was in the number 5 position and the number 5 light was lit, the audio was being received over-the-air at Fort Lee from the Monticello/Pomona stations. The sound qualities that I heard in the various modes of operation also matched the position of the indicator lights as explained to me by Turro.

7. Turro instructed me that if the FCC were to ever come around, we were to switch the remote control unit to the number 5 light and to ensure that the audio remained there to

transmit the over-the-air signals. However, it was the normal and usual practice to send the Jukebox Radio audio signal directly to Fort Lee by way of the microwave link or back-up phone line; this was apparent because the TC-8 remote control unit's number 1 light was on and the higher-quality signal was heard over the Fort Lee translator.

8. There were a number of other occasions when I knew that WJUX in Monticello was off-the-air, but that the Fort Lee translator continued to broadcast the Jukebox Radio audio signal. As I indicated previously, there was a strobe light in the Dumont studio that indicated that WJUX in Monticello was off-the-air. When either the strobe indicated that WJUX was off-the-air, or I received calls from Sullivan County-area listeners (one time, a call came from our weather person) advising me that WJUX was not on the air, I could still hear, on a monitor for the on-air signal of the Fort Lee translator located in the Dumont studio, that Jukebox Radio programming was continuing to be broadcast over the Fort Lee translator.

9. On another occasion, I was listening to the Fort Lee station while driving home from Dumont after work. Three announcements dedicating a song to me were made over-the-air. Because that was not normal, I called the station and Chuck Garland, the staff announcer, advised me that we were off-the-air in Monticello. I responded that that must be impossible, as I was listening to the Jukebox Radio audio signal over the Fort Lee translator. The staff announcer also told me that the strobe light indicated that Monticello was off-the-air, and that he was receiving calls from WJUX listeners. When I telephoned Turro and advised him of

that interruption, he vaguely attributed the cause of the problem to weather conditions, and he told me that it would be taken care of.

10. I have reviewed my August 9, 1995, statement, attached hereto, and affirm that the statements therein are true.

11. In addition, I wish to clarify that I recall that during what was described to me as an FCC inspection described in my August 9, 1995, statement, the FCC inspector checked the logs for WJUX and for the Fort Lee translator that were kept at Jukebox Radio's Dumont studio. I recall that it was Eugene Blabey who told us that an FCC inspector was coming the next day and that the inspector wanted to determine if we could control the Monticello transmitter remotely from the Dumont studio.

12. Gerry Turro was not present during the asserted FCC inspection in April, 1995. I was in Jukebox Radio's Dumont studio and spoke with him by telephone. Turro instructed me to relieve Bill Owen, the announcer on the air in Dumont at that time and the person described as "Employee A" in my August, 1995, statement. Turro wanted Bill Owen to stand by the Monticello remote unit, and Bill Gaghan, the person described as "Employee B" in my August, 1995, statement, to stand by the Fort Lee TC-8 remote control unit. Turro explained to me that the purpose of the exercise was to show that we were able to send the signals the way we were supposed to, i.e. program audio fed from the Dumont studios to WJUX in Monticello, the WJUX signal received off-air by W232AL in Pomona, and the W232AL

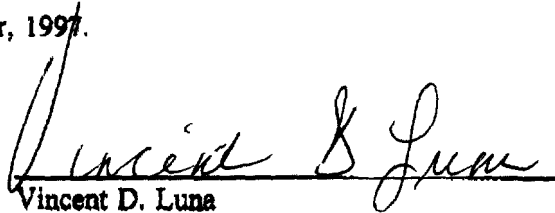
signal received off-air by W276AQ in Fort Lee. On signal from him, Turro wanted me to bring down (i.e., turn off) the audio signal being fed to Monticello; he wanted Bill Owen to bring down the Monticello transmitter; and he wanted Bill Gaghan to make sure that the TC-8 remote control unit remained in the number 5 position and did not switch to the number 1 position.

13. When Turro gave the signal, I turned down the audio in Dumont, Owen initiated the remote control to turn off the Monticello transmitter, and Gaghan held down the button to keep the Fort Lee TC-8 remote control in position 5. The result was that the audio heard over the stations did drop because I turned it down in Dumont. The remote control for the Fort Lee translator also stayed in position 5 because Bill Gaghan held that button down. But, the remote control unit for the Monticello transmitter did not work, and the fact that the strobe light did not flash confirmed that the Monticello transmitter did not shut down, and remained on. Nevertheless, because I had turned off the Jukebox Radio audio in Dumont, it would appear that we had in fact turned off the Monticello transmitter by remote control as nothing would have been heard on the translators during that test. When things did not happen as they were supposed to, and the remote control for the Monticello transmitter did not work, I ultimately concluded that the instructions Turro gave me were to deceive the FCC inspector. I did not initially say anything because I did not want to lose my job. However, I did not like being part of that deception. Upon further reflection and concern for what might happen to me and my ability to keep a job in the local radio market, I later left Jukebox Radio. I wrote my August, 1995,

statement to cover myself in case anything were to happen.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed this 22 day of October, 1997.


Vincent D. Luna

Not For Public Inspection

August 9, 1995

CONFIDENTIAL

STATEMENT

Under penalty of perjury, we the undersigned make the following statement:

My name is Vincent D. Luna, employed by Jukebox Radio, Bergen County Broadcast Foundation from February 28, 1993 until May, 1995.

There were times when W276AQ, Fort Lee received audio from Dumont via:

1. Microwave Line (microwave dish is installed on top of building next to 75 Second Street - This building is occupied by Mikab - a company owned by Wes Weis.
2. In the event that the microwave link failed - a back-up phone line would automatically engage so no interruption of the audio channel could occur. When the system ran in this mode (telephone line), the audio quality heard on 103.1 FM would be slightly diminished.

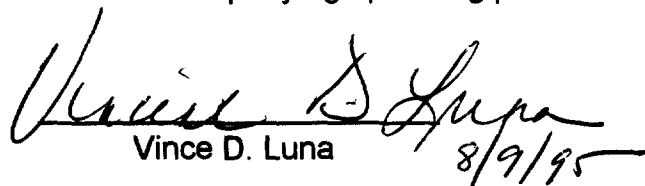
On a date in early April, I was informed that an FCC inspector was at the Monticello transmitter site. The inspector wanted to see if the Monticello unit could be shut off by remote control from Dumont. Gerry Turro was away at the NAB conference in Las Vegas and was contacted by General Manager, Jay Epstein. Gerry Turro was made aware of the the situation. (Note person A and B, are two employees). I was instructed by Gerry Turro to relieve the staff announcer (A). He (Gerry) told me that he wanted (A) to stand next to the remote control for Monticello while at the same time he wanted person (B) to stand next to the remote control for Fort Lee. He also instructed me to operate the Master Audio Control in the following manner: Gerry told me that he would give me a 3-2-1 countdown - upon 1, I was to drop the audio, Person (A) was to shut down Monticello and Person (B) was to shut off Fort Lee. Turro said that this had to be done to prove that by shutting off Monticello, there would be no way for 94.3 to receive audio and consequently 103.1 should also not be able to receive audio from 94.3 FM. Gerry's attempt at deception failed however

because the remote control for Monticello did not operate and did not shut off the transmitter. The resulting scenario witnessed by the FCC Inspector would show that the audio was indeed silenced but the transmitter was still at full power. There should have been audio heard at all 3 sites - because shutting down the Monticello transmitter does not normally shut down the audio feed.

Person (B) and I were both told by Jay Epstein that our jobs were on the line if we didn't do the above. He said that the station could lose its license and we'd both be out of jobs. The control unit - TC-8, is located under the reel to reel in the studio behind the announcer position. This unit is the remote for the Fort Lee translator. When Light 1 is lit, audio is fed to Fort Lee from Dumont via a microwave dish. The system would divert to a back-up phone line if the dish failed to operate.

When light 5 was lit, I was told that the Fort Lee translator received audio from 94.3. 94.3 received its audio from 99.7 and 99.7 received its audio path from the Dumont studio.

To the best of my knowledge, the system ran in mode 1 most of the time, except at the time of the FCC inspections. When I requested from Gerry an instruction sheet for the Fort Lee remote control, he consistently avoided the issue. All other operations in the radio station had accompanying operating procedure sheets.


Vince D. Luna 8/9/95

EDITH M. ZECCA
Notary Public, State of New York
No. 41-4943323
Qualified in Queens County
Commission Expires October 17, 1996

